



AUTHORISED RETAILER POLICY

Effective Date: 1 January 2025

1. Introduction.

- 1.1 This Authorised Retailer Policy is issued by Colart UK Limited (company number 00016193) (“**Colart**”) and applies to Authorised Retailers (as defined below) of Colart products (including, but not limited to, the Winsor & Newton, Lefranc Bourgeois, Liquitex, Conté a Paris, Reeves, Charbonnel and Snazaroo brands) (“**Product(s)**”) in the United Kingdom.
- 1.2 By purchasing Products from Colart for retail sale, you (“**Retailer**”, “**you**”) agree to adhere to the following terms.
- 1.3 This Authorised Retailer Policy supplements any then-current retailer agreement and/or terms and conditions of sale between you and Colart. Until such status is otherwise revoked by Colart, in Colart’s sole and absolute discretion, the Retailer shall be considered an “**Authorised Retailer**”.
- 1.4 Colart may review the Retailer’s activities for compliance with this Authorised Retailer Policy, and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

2. Authorised Consumers and Authorised Location.

- 2.1 The Retailer is authorised to sell Products only to Consumers. A “**Consumer**” is any purchaser of the Products who is the ultimate end user of the Products for personal or professional use and who does not intend to resell the Products to any third party.
- 2.2 The Retailer shall not sell or transfer the Products to any person or entity the Retailer knows or has reason to know intends to resell the Products.
- 2.3 The Retailer shall not sell, ship, or promote the Products outside the United Kingdom without Colart’s prior written consent.

3. Online Sales.

- 3.1 The Retailer is authorised to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A “**Permissible Public Website**” is a website or mobile application that:
- 3.1.1 is operated by the Retailer in the Retailer’s legal name;
- 3.1.2 is not a third-party storefront on any online marketplace (including, but not limited to, Amazon, eBay, Etsy, Alibaba, Target+, Walmart Marketplace); and

3.1.3 is operated in compliance with the terms and conditions in the Online Sales Guidelines for Permissible Public Websites, attached as Appendix A, as Colart may amend from time to time.

3.2 The Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Colart. An 'Application to Sell on a Non-Permissible Public Website' is available on request.

4. Sales Practices.

4.1 The Retailer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time.

4.2 The Retailer shall not make any warranties or representations concerning the Products except as expressly authorised by Colart.

4.3 The Retailer shall comply with all applicable laws, rules, regulations, and policies:

4.3.1 applicable to Retailer's business; and/or

4.3.2 related to the marketing and sale of the Products.

4.4 The Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Colart or the Products.

4.5 The Retailer shall not advertise Products not carried in inventory.

4.6 The Retailer shall hold a minimum of 90 days of inventory.

4.7 The Retailer shall stock and actively sell more than 50% of Colart's range, which must all be sold with legitimate ASINs.

4.8 The Retailer shall only purchase Products from Colart UK Limited.

4.9 The Retailer must also maintain a physical ("bricks and mortar") retail store which projects an image consistent with Colart's brands with the provision of guidance from knowledgeable sales staff.

4.10 The Retailer shall comply with Colart's respective Brand Guidelines for each Product brand available upon request from Colart, as amended from time to time.

4.11 The Retailer shall have an approved credit rating.

5. Product Care, Consumer Service and Other Quality Controls.

5.1 The Retailer shall comply with the Product Care, Consumer Service and Other Quality Controls attached as Appendix B, as Colart may amend from time to time.

6. Intellectual Property.

- 6.1 The Retailer acknowledges and agrees that Colart (or its licensors) own all proprietary rights in and to the Products' brands, names, logos, trademarks, copyrights and other intellectual property related to the Products ("**Colart IP**").
- 6.2 The Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Colart IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of the Retailer's status as an Authorised Retailer. All goodwill arising from the Retailer's use of the Colart IP shall inure solely to the benefit of Colart (or its licensors).
- 6.3 The Retailer's use of the Colart IP shall be in accordance with any guidelines that may be provided by Colart from time to time, including the Brand Guidelines for each Product brand available upon request from Colart, and must be commercially reasonable as to the size, placement and other manners of use.
- 6.4 Colart reserves the right to review and approve, in its sole discretion, the Retailer's use or intended use of the Colart IP at any time, without limitation.
- 6.5 In marketing the Products, unless otherwise agreed with the prior written consent of Colart, the Retailer shall only use images of Products either supplied by or authorised by Colart and shall ensure that all Product images and descriptions are accurate and up to date.
- 6.6 The Retailer shall not create, register, or use any domain name, social media screenname or handle, or mobile application name that contains any Colart Product name or any trademark owned by or licensed to Colart, nor a misspelling or confusingly similar variation of any Colart product name or any trademark owned by or licensed to Colart.

7. Termination.

- 7.1 Colart reserves the right to terminate the Retailer's status as an Authorised Retailer by written notice at any time.
- 7.2 Upon termination of a Retailer's status as an Authorised Retailer, the Retailer shall immediately cease:
- 7.2.1 selling the Products;
 - 7.2.2 acting in any manner that may reasonably give the impression that the Retailer is an Authorised Retailer of Colart Products or has any affiliation whatsoever with Colart; and
 - 7.2.3 using all Colart IP.

8. Modification.

8.1 Colart reserves the right to update, amend or modify this Authorised Retailer Policy at any time.

8.2 Unless otherwise provided, such amendments will take effect immediately, and the Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the Colart IP, or use of any other information or materials provided by Colart to the Retailer will be deemed to be the Retailer's acceptance of the amendments.

9. Confidentiality.

9.1 This Authorised Retailer Policy and its attachments, if any, constitute confidential, proprietary information of Colart and shall not be used for any purpose other than the authorised advertising and sale of the Products nor disclosed to any third party without the prior written consent of Colart.

[Appendices Follow]

APPENDIX A

ONLINE SALES GUIDELINES FOR PERMISSIBLE PUBLIC WEBSITES

1. The Permissible Public Websites must not give the appearance that they are operated by Colart or any third party.
2. Anonymous sales are prohibited. This means the Retailer's full legal name, registered office address, email address and telephone contact must be stated clearly on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Colart's request, the Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving Consumer feedback, and the Retailer shall use reasonable efforts to address all Consumer feedback and inquiries received in a timely manner. The Retailer agrees to provide copies of any information related to Consumer feedback (including any responses to Consumers) to Colart for review upon request. The Retailer agrees to cooperate with Colart in the investigation of any negative online review associated with the Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. The Retailer shall maintain all records related to Consumer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require the Retailer to disclose personal data about its Consumers to Colart.
5. The Permissible Public Websites shall have a dedicated brand landing page for each Product brand sold on the Permissible Public Websites or something similar with Colart's prior written consent, with each such landing page featuring only Products sold under the applicable brand name.
6. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards.
7. The Retailer shall be responsible for all fulfillment to its Consumers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

[End of Appendix A]

APPENDIX B

PRODUCT CARE, CONSUMER SERVICE AND OTHER QUALITY CONTROLS

1. The Retailer shall comply with all instructions provided by Colart regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and safety data sheets. All Products shall be stored in a cool, well-ventilated, dry place, away from direct sunlight and extreme temperatures, and in an upright manner protected from damage.
2. The Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products), and other alterations to the Products or their packaging are not permitted. Product bundling is permitted, provided such bundles only consist of Products of the same brand, and the Products are not removed from their original packaging.
3. The Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. The Retailer shall not tamper with, deface, or otherwise alter any serial number, universal product code, batch or lot code, or other identifying information on Products or their packaging.
4. The Retailer shall not alter or dilute the Products.
5. The Retailer shall not advertise or resell as “new” any Product that has been returned open or repackaged.
6. The Retailer shall within three days of delivery of the Products, inspect the Products and their packaging for damage, defect, broken seals, dried-out Products, evidence of tampering, or other nonconformance (“**Defect**”). If any Defect is identified, the Retailer shall not offer the Product(s) for sale and within three days of delivery report the Defect to Colart’s Distribution Centre in writing. Further information concerning defective goods and Colart’s remedial actions is available in Colart UK Limited’s Standard Terms & Conditions of Sale.
7. The Retailer shall familiarise itself with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise Consumers on the selection and proper use of the Products, as well as any applicable guarantee. The Retailer shall be available to respond to Consumer queries and concerns both before and after sale of the Products and respond to Consumer inquiries in a timely manner.
8. The Retailer shall cooperate with Colart with respect to any Product tracking systems that may be implemented from time to time.
9. The Retailer shall cooperate with Colart with respect to any Product recall or other Consumer safety information dissemination efforts.
10. The Retailer shall report to Colart any Consumer complaint or adverse claim regarding the Products and assist Colart in investigating any such complaints or adverse claims.
11. The Retailer shall cooperate with Colart in the investigation and resolution of any quality or Consumer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment and handling.
12. With respect to any third-party logistics provider, the Retailer shall:

- 11.1 Ensure that any third-party logistics provider engaged to store inventory or fulfill orders for the Products is aware of and complies with all Product quality controls and Consumer service standards described herein or otherwise conveyed by Colart;
- 11.2 Ensure that any such third-party logistics provider stores the inventory of Products separately from any Products owned by any third party;
- 11.3 Upon request by Colart, disclose the Retailer's use of third-party logistics providers, including the identity and location of any third-party logistics provider, and cooperate with Colart in investigating any concerns related to the Products that may relate to the Retailer's use of a third-party logistics provider; and
- 11.4 Not permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than the Retailer's stock.

[End of Appendix B]